

**MSC****management  
services corp.**real property managers and brokers  
102 S. First Street, Suite 301/p.o. box 5608/charlottesville, va. 22905  
phone: 804-977-4181 fax: 804-295-8025

DOCKET FILE COPY ORIGINAL

**RECEIVED****JUL 11 1996****FCC MAIL ROOM****Douglas E. Caton, President****Richard H. Jones, CPM, Senior Vice-President****Lee Del Greco Wood, Vice-President****EX PARTE OR LATE FILED****Northern VA 703-368-0164**

July 9, 1996

Mr. William Caton  
Acting Secretary  
Federal Communications Commission  
1919 M. Street, N.W. Room 222  
Washington, D.C. 20554

RE: Restrictions on over-the-air-Reception Devices CS Docket no. 96-83 and Preemption of  
Local Zoning Regulation of Satellite Earth Stations 1B Docket no. 95-59.

Dear Mr. Caton:

I would like for you to clarify the possible effect on our business of the rules which are proposed in the above referenced dockets. For the record I am enclosing with this original, 13 copies of this letter for filing in the record. It appears that the proposed rules might make invalid "non-governmental restrictions" that impair the ability to receive video programming over the air, through a wireless cable or similar system or by direct broadcast satellite.

My company owns and/or operates more than 3,000 residential rental units; thus, we have entered into thousands of leases with residents and are concerned that our leases might contain terms that are "non-governmental restrictions" that "impair" viewing. Since we do not know how the proposed rules would be applied, this uncertainty could create unnecessary disputes with our residents.

I would appreciate your guidance in determining which terms in our lease might be considered "non-governmental restrictions" or "impairments" under the proposed rules.

I am enclosing a copy of one of our lease forms. Please let me know which terms would violate either of the proposed rules.



Mr. William Caton  
July 9, 1996  
Page 2

Thank you for your assistance. I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink that reads "Lee Wood". The signature is written in a cursive style, with the first name "Lee" and the last name "Wood" clearly legible.

Lee Del Greco Wood  
Vice-President

LDGW/tec

Enclosures



**MSC** | management  
services corp.  
real property managers and brokers  
826 Cabell Avenue / P.O. Box 5186 / Charlottesville, VA 22905  
phone 804 / 977-2702



EQUAL HOUSING  
OPPORTUNITY

MANAGEMENT SERVICES CORPORATION IS A LICENSED REAL ESTATE BROKER IN THE COMMONWEALTH OF VIRGINIA. MANAGEMENT SERVICES CORPORATION AND ITS EMPLOYEES WORK FOR THE OWNERS OF THE RENTAL PROPERTIES WHICH THEY MANAGE. MANY OF THE EMPLOYEES ARE LICENSED VIRGINIA REAL ESTATE SALESPERSONS AND BROKERS.

MANAGEMENT SERVICES CORPORATION AND THE OWNERS THAT MANAGEMENT SERVICES REPRESENTS DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

(THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANT(S) AND LANDLORD WITH AGENT, MANAGEMENT SERVICES CORPORATION, REPRESENTING LANDLORD; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.)

THIS LEASE AGREEMENT, made as of 07/09/96, by and among MADISON LTD. PARTNERSHIP (herein called "Landlord"), Management Services Corporation, 826-D Cabell Avenue, P.O. Box 5186, Charlottesville, Virginia (herein called "Agent"), and LEASE EXAMPLE (herein called "Resident").

WITNESSETH

1. THAT IN CONSIDERATION of the premises, rents and covenants herein, Landlord hereby leases to Resident, and Resident hereby rents and hires from Landlord, upon the terms and conditions herein set forth, that certain property known as a/an Unfurnished 2 Bedroom(s) THOUSE, at 824 A CABELL AVENUE, CAMBRIDGE SQUARE APARTMENT, CHARLOTTESVILLE, VA. 22903, (herein called "the premises") for the term commencing at noon on 08/01/96, and ending at noon on 08/01/97, and Resident covenants and agrees to pay as rental the following:

\$ 0	First Month's Proration (If Applicable)
\$ 590	x 12 Equal Monthly Rent Installments
\$ 19.03	Last Month's Proration (If Applicable)
-----	
\$ 7099.03	TOTAL RENT

The first monthly installment is due on or before commencement of this Lease. The remaining monthly payments are payable by the first day of the second month of this Lease and by the first day of each ensuing month thereafter. Rent shall be deemed paid when RECEIVED by Management Services Corporation at 826D Cabell Avenue, P.O. Box 5186, Charlottesville, Virginia 22905, or such other place as Landlord may from time to time designate to Resident in writing. In the event that Mortgagee officially notifies Resident that rental payments shall be made to Mortgagee instead of Landlord due to an Event of Default, Resident shall then comply with such notice. Each such Resident shall be fully protected from all claims of Landlord in making such payments Mortgagee (Beneficiary). In the event a monthly payment is received on or after the 6TH of the month, Resident agrees to pay a additional charge or a late fee of \$25.00. In the event a monthly payment is received on or after the 16TH of the month, Resic agrees to pay an additional charge or late fee of \$15.00, in addition to the \$25.00 late fee. Resident agrees to pay an additi charge of \$25.00, in addition to the late fees, for all checks returned for insufficient funds. Personal checks will not be accepted after two incidents of returned checks. ALL RENT PAYMENTS WILL FIRST BE APPLIED TO ALL PAST DUE BALANCES AND THEN TO CURRENT RENT DUE. Only one check, cashier's check, certified check, or money order per apartment for each monthly payment will accepted. Please make all checks payable to Management Services Corporation Rental Escrow Account. ONLY CASH, CASHIER'S CHECK CERTIFIED CHECK, OR MONEY ORDER WILL BE ACCEPTED FOR RENT PAID ON OR AFTER THE 10TH OF EACH MONTH.

2. SECURITY DEPOSIT: In addition to the rental payment, Resident hereby deposits in advance with Landlord the following sum:

\$200.00	Application Deposit payment upon execution of Lease (to become Security Deposit upon commencement of Lease)
\$200.00	Balance due upon commencement of Lease
-----	
\$400	TOTAL DEPOSIT

The deposit is to be held by Landlord as security for faithful performance by Resident of all the terms of this Lease and the Policies & Regulations Handbook. Within five days of commencement of the Lease, Resident must report any condition of the apartment that does not comply with the expectations of the Vacating Guidelines specified in the Policies & Regulations Handbook. Further, if Resident has fully complied with all the provisions of this Lease to include the Policies and Regulations Handbook has vacated the premises thoroughly cleaned and in good condition (reasonable wear and tear excepted), the deposit is to be returned within thirty days of the Lease ending date, less any charges for cleaning and damages to the premises, fixtures or furnishings. Resident may request in writing, at least five days prior to the inspection of the premises, to be present at inspection. If any portion of the deposit is retained by Landlord, Landlord shall forward within thirty days after termination of the residency an itemized accounting of the proceeds which are retained and the reasons therefore. Pursuant to said return, Resident agrees to notify Landlord, in writing, of his new address as soon as the premises are vacated. In the event Resident defaults on any provision of this contract, the deposit may be used by Owner to apply against default by the Resident. (THE MAY NOT UNDER ANY CONDITIONS BE DEDUCTED BY RESIDENT FROM ANY RENTAL PAYMENTS).

The Resident(s) has paid a non-refundable application fee for purposes of processing this lease.

3. UTILITIES AND EQUIPMENT: The Landlord agrees that he will furnish those utilities and equipment listed below:

Utilities	Equipment:
Water/Sewage	Dishwasher
Gas:Heat	Air Conditioner
Gas:Cooking	Refrigerator
Gas:Hot Water	Range

7. **SERVICES:** This Lease shall not be terminated because of interruption of any services, or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly, where Landlord has been notified of any such interruption, malfunction, or failure of the above services by Resident and has made timely efforts to repair them.

8. **MAINTENANCE OF PREMISES:** Landlord shall be responsible for keeping and maintaining at his cost and expense the exterior walls, roofs, electric wiring, water, gas and sewage pipes, heating system, and appliances (excepting any of the above for which the municipality is responsible) in good and sanitary order, except where the damage and disrepair thereto has been caused by abuse or negligence of Resident, his family, or guests, but Landlord in no way assumes liability for maintenance of public areas. Resident is responsible for keeping clean, clear, and unobstructed his own entrance and the steps and walkways, if any, leading to his private entrance from the parking lot/sidewalk. Landlord is not responsible for repairing broken glass, window panes, screens, doors, or patio door glass broken or damaged under any circumstances. Resident agrees to keep the premises clean at all times, trash and garbage is to be removed twice a week; dirty dishes shall not be left out in order to prevent mice and roach problems; carpets are to be vacuumed and cleaned regularly; floors are to be kept cleaned and waxed.

9. **FROZEN PIPES:** Resident agrees not to turn heat below 55 degrees to prevent freezing of pipes. Resident agrees to allow Landlord to turn heat up to 55 degrees in the event pipes are in danger of freezing. Resident will pay to repair all pipes, that may burst, due to his negligence, and any resulting damages.

10. **USE OF PREMISES:** The premises shall be occupied only by Resident as a private dwelling and for no other purposes, and no person other than those signing this Lease, whether or not such person is a member of the family of Resident, shall occupy the premises. Resident covenants that no use shall be made or permitted to be made of the premises, or any part thereof, and no acts done therein that may unreasonably disturb the quiet enjoyment of any other Resident in the building of which the leased premises are a part. In the event that Resident's conduct or that of his family or invitees is unreasonably injurious or damaging to Landlord and/or the rights, privileges or welfare of the other occupants of the apartments, Landlord may terminate this lease at any time upon 21 days written notice.

11. **PETS:** Pets are not allowed without express written consent of Landlord, which must be obtained BEFORE the pet is brought onto the premises.

12. **POSSESSION:** Landlord agrees that in the event of the failure of Landlord to deliver possession of the premises at the time herein agreed, then Resident shall not be liable for rent until such time as Landlord delivers possession.

13. **INSPECTION:** Upon commencement of the Lease, Resident acknowledges receipt, in good condition, of the premises and all its equipment excepting the list of defects which Landlord shall deliver to Resident within five (5) days of occupancy. Resident shall deliver in writing and within (5) days thereafter any additional defects which Resident may discover, or Landlord's list shall be accepted as a true and accurate description of the condition of the premises at the time of occupancy. Resident agrees that he will take care of the premises and fixtures and equipment therein, and upon the expiration of the rental period, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Resident shall be responsible for all repairs which are in excess of ordinary wear and tear. Accumulation of grease or injuring walls, ceilings or floors, or appliances, will not be considered ordinary wear and tear. RESIDENT FURTHER AGREES THAT HE WILL GIVE LANDLORD PROMPT WRITTEN NOTICE OF ANY DEFECTS IN THE PREMISES OR IN ANY OF THE EQUIPMENT, APPLIANCES OR PARTS THERE TO AS SOON AS RESIDENT IS AWARE OF THEM. Resident agrees to pay for all expenses caused by his failure to promptly report any defect and for all necessary repairs in the premises or in the equipment thereof caused by his own negligence or that of his family, invitees, employees or agent.

14. **MANAGEMENT ENTRY:** Landlord may enter the premises for the following purposes: to inspect to see if Resident is complying with the provisions of this lease; to make repairs; to show the premises to prospective purchasers, mortgagors, and Residents. Such entries shall not be so frequent as to seriously disturb Resident's peaceful enjoyment of the premises. Such entries shall take place with prior notice to Residents; consent shall not be unreasonably withheld. If Landlord or its agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without Resident's consent. Resident agrees to allow access and occupancy to workers for redecorating, repairing or remodeling the premises.

15. **FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY:** In the event of (1) Resident's material breach of this Lease, (2) Resident's abandonment of the premises; or (3) the filing of bankruptcy or insolvency proceedings by or against Resident or the appointment of a Receiver or Trustee of his property, or (4) Landlord not receiving any payment of rent or other charge by the fifth day of the month for which it is due, (5) Resident's denial of any right reserved in this Lease to Landlord, (6) the institution of legal proceedings by or against Resident looking to a disposition of the premises or any part thereof, or (7) the use of the premises by Resident or others for any illegal purposes, Landlord shall have the right (A) to enter and retain possession of the premises by any lawful means and remove Resident and his effects by distress proceedings or otherwise, and hold the premises as if this Lease had not been made; or (B) to distrain for rent; provided that Landlord's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. After requisite notice required by law, in the event Landlord does not receive from Resident any payment of rent or other charge by the fifth day of the month for which it is due, Resident waives any notice to quit or surrender the premises, and Landlord may enter and retain possession of the premises and exclude Resident. Should Landlord pursue any of the remedies listed, Resident shall be liable as follows:

- A. For all installments of rent and other charges for the remainder of the term of this Lease, which shall immediately become due and payable.
- B. For all expenses, which may be incurred by Landlord in connection with re-renting the premises, including, but not limited to, brokerage, advertising and other such administrative expenses. The parties acknowledge the impossibility of ascertaining the amount of such expenses and Resident therefore agrees to pay a liquidated amount of \$250.00 as payment in full for Landlord's expenses in connection with re-renting the premises.
- C. For any court costs incurred by Landlord for recollection of unpaid rent or other charges under this Lease, including but not limited to reasonable attorney's fees.
- D. For a collection fee of 25% of the amount sued for under this Lease, payable to the Agent for, but not limited to, the Agent's cost for processing all civil papers, research, case investigation, conferences with counsel, collection expenses, etc.

16. **LIENS:** In the event of any default by Resident in the payment of rent which would give Landlord one or more of the remedies available under paragraph sixteen (16) of this Lease, Landlord shall have the lien granted by the law upon all property of Resident and members of his family.

17. **RENEWAL:** This Lease shall automatically terminate on the expiration date of this Lease.

18. **TERMINATION:** Fulfillment of the requirements of the Resident to vacate the premises on or before the termination date is essential in order to permit Landlord to rent and meet the requirements of a new residency. Should Resident fail to vacate on or before the termination date, the rental for the holdover period shall be the rental rate for the duration of the holdover period or one month's rent, whichever shall be greater. Resident shall be liable for any damages suffered by Landlord due to Resident's failure to vacate.

19. **ABANDONMENT:** Vacant or apparent abandonment of the premises (whether or not the keys are returned and accepted by the Landlord) will give Landlord immediate possession and the option to terminate this Lease, and remove any remaining personal effects therein and dispose of the same in a manner within his sole discretion. Resident is required to notify Landlord when Resident will be absent from the apartment in excess of 7 days.

20. **INJURY, DAMAGE OR DESTRUCTION:** Landlord shall not be liable to Resident for any damage to Resident's person or property by reasons of Landlord's failure to keep said premises in repair. **FOR YOUR OWN PROTECTION, WE STRONGLY URGE YOU TO OBTAIN TENANT FIRE, EXTENDED COVERAGE, AND LIABILITY INSURANCE ON THE PREMISES AND ITS CONTENTS.** In the event of the destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of Resident, his family or guests, or in the event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, be terminated as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, Landlord shall enter and repair the premises with reasonable speed and, if Resident continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which repairs are completed.

21. **NOTICES:** Notices may be served upon Resident in person or by regular mail whether or not said mailing is accepted by Resident. Written notice of termination to Landlord, as well as other written notice required in this Lease, must be presented or mailed to the office of Management Services Corporation, 826D Cabell Avenue, P.O. Box 5608, Charlottesville, Virginia, 22905 or such other place as Landlord may designate to Resident in writing.

22. **RECEIPT:** Each of the parties acknowledges receipt of copy of this Lease as well as a copy of the Policies and Procedures Handbook. The Lease shall be binding upon and inure to the benefit of Landlord and his successors in interest.

23. **CONSENT AND WAIVERS:** It is expressly stipulated that all covenants herein are independent. Express and implied warranties of habitability shall not extend beyond those areas or those repairs for which Landlord has assumed responsibility.

24. **AUTHORITY:** All Residents named herein are jointly and severally liable for all terms and conditions of this lease.

25. **MODIFICATIONS:** All modifications of this Lease shall be in writing and executed by both parties; NO ORAL MODIFICATIONS OR AGREEMENTS HAVE BEEN MADE OR SHALL BE MADE.

ALL RIGHTS RESERVED. NO PART OF THIS LEASE MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR OTHERWISE, WITHOUT THE PRIOR WRITTEN PERMISSION OF MANAGEMENT SERVICES CORPORATION.

Resident is responsible for contacting the local utility companies to initiate services for which he is responsible and must maintain those services through the tenure of the lease to avoid damage to the premises. SERVICE MUST BE INITIATED ON OR BEFORE LEASE COMMENCEMENT DATE.

(A) Resident agrees that the monthly rent stipulated above may be adjusted to reflect any change in the cost to Landlord of providing those services designated in 3(A). Such adjustment shall be limited to the announced percentage change in the basic rate structure and shall become effective to Resident the first full month after the date such increase is effective to Landlord.

(B) Landlord shall provide Resident with prompt notice of any rate or cost change to include the former rate or cost, the current rate or cost, the new rate or cost, and the date such rent becomes effective. Landlord shall make available in the manager's office evidence of the rate or cost change to any interested Resident.

4. RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF THE APARTMENT POLICIES AND REGULATIONS HANDBOOK AND AGREES TO COMPLY WITH IT INCLUDING ANY REASONABLE MODIFICATIONS WHICH LANDLORD MAY MAKE OF WHICH RESIDENT HAS NOTICE:

5. ORDINANCES AND REGULATIONS: Resident and Landlord agree not to violate any county or city ordinance or state law. Resident agrees not to commit or permit any waste or nuisance in or about the premises, or keep any combustible materials in the premises nor do anything that might create a hazard or fire on the premises.

6. ASSIGNMENT: It shall be within the Landlord's sole discretion whether or not to provide subletting or rental services to Resident. Resident cannot engage in sublets, transfers or Resident changes without written permission of Landlord in advance.

26. TELEVISION SERVICE: Resident understands and agrees that:

A. At all times during the term of the Lease Agreement, Landlord shall have the absolute right to determine who shall provide television service (which includes cable television service) to the premises. The current provider is \_\_\_\_\_

B. At all times during the term of the Lease Agreement, Landlord may replace the then-current provider of television service with some other provider of such service.

C. The absolute right of Landlord to determine who shall provide television service, and to replace any such provider at any time, shall not be diminished or affected by the existence or terms of any agreement between Resident and any such provider of television service.

ADDITIONAL NOTES AND ADDENDA

In accordance with the standards of conduct of the Virginia Real Estate Laws, the following is disclosed: \_\_\_\_\_, a licensed Real Estate \_\_\_\_\_ in the Commonwealth of Virginia, has an ownership interest in this property.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

Resident \_\_\_\_\_  
Resident \_\_\_\_\_  
Resident \_\_\_\_\_

Resident \_\_\_\_\_  
Resident \_\_\_\_\_  
Resident \_\_\_\_\_

By: \_\_\_\_\_  
Landlord's Authorized Agent

NOTE: THIS LEASE IS BINDING ONLY WHEN SIGNED ABOVE BY LANDLORD'S AUTHORIZED AGENT.  
AUTHORIZED AGENT'S SIGNATURE WILL BE GIVEN UPON RESIDENT(S) SATISFACTORILY FULFILLING THE PROPERTY'S WRITTEN RENTAL CRITERIA.